

Network Vision

Terms of Use – Version 1, May 2020

The following terms and conditions (the “**Terms**”) apply to your use of Network Vision, UK Power Networks’ Outage Planning Tracking and Integration Platform (the “**Service**”).

UK Power Networks reserves the right to amend the Terms from time to time. Please read the Terms carefully and check back regularly to see if there have been any changes. By registering to use the Service you (the “**User**”) acknowledge and agree that:

1. In order to use the Service, you (or your company or organisation) must be (i) the named holder of a Connection Agreement with UK Power Networks (usually a site owner) (“**Named Holder**”) or their assignee or (ii) a 3rd party acting on behalf of a Named Holder or their assignee and you have successfully registered to use the Service by providing UK Power Networks (at operationalplanning@ukpowernetworks.co.uk) with a Letter of Authority from the relevant Named Holder confirming that they give you authority to act on their behalf.
2. The information contained within the Service shows all planned outages that are known to UK Power Networks which may impact your site(s). Planned outages will be uploaded on the Service and made visible to Users. UK Power Networks will not hold any further information regarding outage planning beyond what is available on the Service.
3. The first/primary User from any company or organisation will be registered on the Service as an “**Admin User**” and shall have access to all aspects of the Service to which UK Power Networks grants them access. Subsequent Users from the same company or organisation (“**3rd Party Users**”) who are registered on the Service shall have access only to those aspects of the Service to which their own Admin User grants them access i.e. the Admin User shall control all 3rd Party Users within their company or organisation and what those 3rd Party Users can access within the Service.
4. Admin Users must provide UK Power Networks, on an annual basis, with written confirmation of which 3rd Party Users within their company or organisation should continue to have access to the Service (and which aspects of the Service). UK Power Networks may also periodically email Admin Users and/or 3rd Party Users to confirm whether they still require access to the Service. UK Power Networks reserves the right to remove access to the Service for any 3rd Party Users if any such confirmations are not received.
5. UK Power Networks does not guarantee that the Service, or any content within it, will always be available or be uninterrupted. UK Power Networks reserves the right at its sole discretion to discontinue or vary the Service and/or to suspend or terminate any User’s access to the Service, at any time without notice and UK Power Networks shall not be liable to any User if the Service is unavailable, either in whole or part, at any time for any reason whatsoever. UK Power Networks reserves the right to deny access to the Service to any individual, company or organisation.
6. The Service and the information contained within it is provided for information purposes only and is not, in particular, intended to confer any legal rights on you. The information contained in the Service is subject to change and revision without notice to you. Your use of, or reliance on, the Service and/or any of its content, whether for the purposes of outage planning or otherwise, is at your own risk.
7. Nothing in these Terms shall exclude or in any way limit UK Power Networks’ liability to the extent that the same may not be excluded or limited as a matter of law.
8. UK Power Networks accepts no liability whatsoever in respect of the information contained in the Service, including but not limited to any errors, omission or inaccuracies contained or referred to in the Service.
9. To the fullest extent permitted under applicable law, UK Power Networks accepts no liability whatsoever in respect of (i) any loss or damage of any kind incurred as a result of the use of,

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access to, or denial of access to the Service or any particular content within the Service and/or (ii) any direct, indirect, special or consequential damages including, without limitation, damages for loss of goodwill, lost profits or the inability to use the Service.

10. UK Power Networks provides the content in the Service in good faith but no warranty or representation by or on behalf of UK Power Networks, or any of its directors, officers, employees, advisers or any other person, is given that the content is accurate, complete or up to date.
11. While UK Power Networks takes reasonable precautions to prevent computer viruses and other malicious programs on the Service, no liability is accepted for them.
12. Any intellectual property rights in the Service and the content of the Service are owned by UK Power Networks. You are permitted to view the content in the Service solely for your own internal business purposes. Except as permitted by the 'self-serve reporting' functionality within the Service (for Users' own business purposes only), the content in the Service must not be copied (including by way of capturing screenshots) or reproduced, used or otherwise dealt with for any other reason. You are not entitled to modify or redistribute the content of the Service or link, frame or deep-link it on any website.
13. Trademarks, logos and brand names shown on the Service are owned by UK Power Networks. No rights are granted to use any of them without the prior written permission of UK Power Networks. You may not alter any images generated by the Service to remove any brand name or feature or proprietary notice of UK Power Networks.
14. Information and content in the Service will pass over public telecommunications networks which are inherently insecure. UK Power Networks makes no representation or warranty that the operation of this Service will be uninterrupted or error-free and disclaims all liability in respect of it.
15. UK Power Networks does not transfer title to any Service content downloaded or used by you. Service content, including its selection and arrangement, is owned by UK Power Networks and is protected by copyright and other laws.
16. Any username or other unique identifier allocated to you for the use of this Service is for your use alone and must not be shared with or disclosed to any other third party for the purpose of accessing the Service. Any such sharing or disclosure may result in your access to the Service being revoked.
17. Any unauthorised use or copying of the Service content, or use of the Service content which breaches these Terms may violate trademark, copyright and other proprietary rights, and civil and criminal statutes. Users shall not use any Service content in any manner that infringes any trademark, copyright or other proprietary rights. Except as permitted by the 'self-serve reporting' functionality within the Service (for Users' own business purposes only), the information provided in the Service must not be given to a third party, disseminated or sold or otherwise made available to a third party upon payment of a fee. UK Power Networks reserves all rights with respect to such unauthorised use or breach of these Terms.
18. Any information that you have provided to us shall be held by UK Power Networks and used solely for the purposes of recording your access to, and improving the Service. It shall be securely stored and/or disclosed only in accordance with our data protection policies from time to time and the provisions of:
 - the EU General Data Protection Regulation 2016 (Regulation 2106/679) or "GDPR";
 - Data Protection Act 2018 or any successor legislation;
 - the UK Privacy and Electronic Communications (EC Directive) Regulations 2003 (which implement the EU e-privacy Directive (Directive 2002/58/EC)), and

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- all other applicable data privacy and information security laws and regulations, as well as any guidance and/or mandatory codes of practice issued from time to time by the UK Information Commissioner relating to the processing of Personal Data or privacy.
- By using the Service, you are consenting to use of your information for these purposes.
19. Users are required to notify UK Power Networks Outage Planning (at operationalplanning@ukpowernetworks.co.uk) of any change in their business, authority or status and of any unauthorised use or access to the Service.
 20. The Service is optimised for use in Internet Explorer, Edge and Chrome. For best use, other browsers are not recommended.
 21. If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such Term, condition or provision will to that extent be severed from the remaining Terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
 22. These Terms shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them arising under or in connection with these Terms.